



**Embassy of the United States of America
Tokyo, Japan**

July 8, 2020

Dear Prospective Quoters:

Subject: Request for Quotations Number 19JA80-20-Q-0769
External Public Diplomacy Platform Service for the Public Affairs
Office (PAS) of the U.S. Embassy Tokyo, Japan

The Embassy of the United States of America seeks to set up a purchase order with a qualified, responsible, and reliable firm for the External Public Diplomacy Platform Service for the Public Affairs Office (PAS) of the U.S. Embassy Tokyo, Japan.

Note: All Contractors have to be registered in the SAM (System for Award Management) Database <https://www.sam.gov> prior to contract award pursuant to FAR provision 5.207. Therefore prospective quoters are encouraged to register prior to the submittal of quotations. The guidelines for registration in SAM are also available at the above web address.

If you would like to submit a quotation, follow the instructions in Section 3 of the Request for Quotations (RFQ). Quotations shall be **electronically** submitted with the subject RFQ No. 19JA8020Q0769 in the email title line to YonahaMX@State.gov by **no later than (NLT) 11:00 Friday, July 31, 2020** (Local Time). Hand-delivery or mail submissions of the quotations are NOT acceptable for this solicitation.

1. Pre-Quotation Briefing (Orientation)

Pre-Quotation Briefing will be **held at 14:00 hours on Friday, July 10, 2020** by utilizing Microsoft(MS) TEAMS Application. If you would like to attend the briefing, please email all attendees' business email addresses to YonahaMX@State.gov by no later than (NLT) **11:00 Wednesday, July 8, 2020**. Prospective vendors will receive email invitations and further instruction on how to join the briefing on the MS Teams will be provided in the email invitations.

2. Questions:

Please submit your questions in English in regards to this RFQ by **11:00 hours, Friday, July 17, 2020** by e-mail to YonahaMX@State.gov.

All questions will be consolidated, and one response will be prepared and posted on the Embassy website, the same website where you obtain the RFQ documents.

It is understood that no payment will be made for preparation and submission of your quotation.

Thank you in advance for your interest and your time in participating in the RFQ process.

Sincerely,

A handwritten signature in dark ink, appearing to read 'K. Liu', written over a horizontal line.

Kendrick M Liu
Contacting Officer

Enclosure: Request for Quotations 19JA80-20-Q-0769

REQUEST FOR QUOTATIONS (RFQ) (THIS IS NOT AN ORDER)		THIS RFQ [] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 	PAGES 47
1. REQUEST NO. 19JA80-20-Q-0769	2. DATE ISSUED July 9, 2020	3. REQUISITION/PURCHASE REQUEST NO. PR9214507	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING		
5A. ISSUED BY GSO/Procurement Unit U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan			6. DELIVER BY (Date)				
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)			7. DELIVERY				
NAME Mieke Yonaha		TELEPHONE NUMBER		X FOB DESTINATION See RFQ.			
		AREA CODE 03	NUMBER 3224- 5000, or 090-1110-9327				
8. TO:			9. DESTINATION				
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE U.S. Embassy			
c. STREET ADDRESS			b. STREET ADDRESS 1-10-5 Akasaka, Minato-ku				
d. CITY		e. STATE	f. ZIP CODE	c. CITY Tokyo			
				d. STATE	e. ZIP CODE 107-8420		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE: July 31, 2020; 11:00am		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
1	External Public Diplomacy Platform Service for the Public Affairs Office (PAS) of the U.S. Embassy and Five (5) Consulate General Offices, Japan in accordance with terms and conditions of the contract. This RFQ incorporates FAR clause 52.212-4 and provision 52.212-1 by reference.		Job			(See Subsection 1.1.3 Pricing under Section 1: The Schedule.)	
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %		d. CALENDAR DAYS	
						NUMBER	%
NOTE: Additional provisions and representations [✓] are [] are not attached.							
13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION			15 DATE OF QUOTATION	
a. NAME and ADDRESS OF QUOTER (COMPANY)							
DUNS NO.:							
c. COUNTY			16. SIGNER a. NAME (Type or print)			b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)			AREA CODE	
						NUMBER	

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STANDARD FORM 18
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

SENSITIVE BUT UNCLASSIFIED

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Section 1: The Schedule

1.1 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-20-Q-0769, Blocks 11(f), Amount

1.1.1 Scope of Services

(a) The purpose of this Scope of Work is to seek a Contractor to provide external public diplomacy platform services with access to audience networks, an office location, and shared work and event space at locations throughout Japan, for use by U.S. Embassy, Tokyo and its five Consulates in Sapporo, Nagoya, Osaka, Fukuoka, and Naha. The Contractor shall furnish, but not limited to, all managerial, administrative, equipment, and direct labor personnel that are necessary to accomplish the work in this contract in accordance with the specifications and terms and conditions set forth herein.

(b) The prices listed below shall include, but not limited to, all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit, installation, and transportation.

1.1.2 Offers and Payment in U.S. Dollars

(1) U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

(2) Foreign Firms. Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in Japanese Yen.

1.1.3 Pricing

This is an ***indefinite-delivery, indefinite-quantity (IDIQ)*** purchase order with firm-fixed combined. External Public Diplomacy Platform Service for the Public Affairs Office (PAS) of the U.S. Embassy and Consulate General Offices in Japan in accordance with subsection 1.2 - Schedule of Supplies/Services:

Registration Fee : _____/Month x 12 Months_____

Standard Services : _____/Month x 12 Months_____

***Please list which of SOW categories are included in your Standard Services in a separate sheet or in your technical proposal.**

IDIQ Service Prices :

Item Number s	Descriptions	Unit	Price	Estimated Qty(12 Months)	Total Estimated Prices
0001	Conference and Meeting Room Space (accommodating 1-9 people)	0.5 hrs		144	
0002	Conference and Meeting Room Space (accommodating 10+ people)	0.5 hrs		336	
0003	One-Day Office Use at a non-base Office	Per Credit		17	
0004	Event Space(Common Area or Free Space)	hour		240	
0005	Additional Office Amenities and Services, not included in the Standard Services				
0005-1	HVAC after regular office hours	hour		24	
0005-2	Color Printing	Per Page		1,200	
0005-3	Black/White Printing	Per Space/hour		6,000	
0005-4	External Guests Fee	Person		2,000	
			Grand Total		
			Estimate Prices		

The fixed rates shown below shall be used to establish fixed-price task orders. Each task order shall be issued in advance and priced by multiplying the rate By quantity for additional services.

*Note: the quantity is an estimate and is for price evaluation purposes only.

Total Ceiling Price.

Standard Services + IDIQ Services : _____

(Note: this Total Ceiling Price amount will be used to determine which company is the lowest priced offeror.)

MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of ¥802,500/\$7,500. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed ¥8,025,000/\$75,000. This reflects the contract maximum for unscheduled services for this period of performance.

1.1.4 The U.S. Embassy Tokyo is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the U.S. Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. (For non-Designated Stores, please visit the following link for registration:

<https://www.nta.go.jp/taxes/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>

1.2 Continuation to SF-18, Request for Quotations (RFQ) Number,
19JA80-20-Q-0769, Block 11(b), Schedule of Supplies/Services

The Contractor shall provide external public diplomacy platform services with access to audience networks, an office location, and shared work and event space at locations throughout Japan, for use by U.S. Embassy, Tokyo and its five Consulates in Sapporo, Nagoya, Osaka, Fukuoka, and Naha. The Contractor shall furnish, but not limited to all managerial, administrative, equipment, and direct labor personnel that are necessary to accomplish the work in this contract.

1.2.1 Specification/Work Statement

(a) Project period - September 1, 2020 through August 31, 2021

(b) Statement of Work

Project Description:

For the past year, U.S. Embassy, Tokyo ("the Embassy") has partnered with a shared co-working space to host public programs, engage with new audiences, and advertise Embassy offerings, in addition to securing an office space at which to host educational advising. The Embassy seeks to continue this type of expeditionary public diplomacy through a direct contract with a contractor. This partnership is part of a new public diplomacy approach that engages target audiences on Embassy priorities to produce more effective programs and build lasting contact networks. Therefore, the Embassy seeks a contractor that can provide access to and engage with new audience networks.

Statement of Work:

In close coordination and consultation with the Contracting Officer's Representative (COR), the Contractor shall provide a range of services including, but are not limited to:

1. Controlled Access

The Embassy shall be granted access to office locations throughout Japan during the Embassy's regular working hours (Monday through Friday from 8:30 to 17:30) and beyond. This access shall be extended to Consulates, where Contractor locations exist or for any other location(s) that may open during the contract period. Embassy and Consulate personnel may work directly with the Contractor's leadership and location staff to coordinate programs and events. There should be at least two English level 2 (please see attached) bilingual staff members in each of the office locations, and there should be a security system, such as controlled access, a security guard, or a receptionist(s), at all offices.

2. Membership Accounts

The Embassy and Consulates need flexible and full access to the Contractor's facilities and network with at least 11 membership accounts in Tokyo, as well as at least two accounts in Osaka, Nagoya, and Fukuoka, and ideally also in Okinawa and Tohoku/Hokkaido. More memberships may be requested as additional Contractor venues open. Additional Embassy and Consulate staff, regardless of account, will need to work with the Contractor's leadership and office staff to coordinate events and programs. The membership shall be transferrable with official name change requests during the Contract without any charge.

3. Office Locations and Private Office Space

The Contractor should preferably offer office locations in Tokyo, Osaka, Nagoya, and Fukuoka, and ideally also in Okinawa and Tohoku/Hokkaido. The Contractor shall provide a suitable private office space at one designated office location at least in Tokyo for exclusive use by Embassy and/or Consulate personnel that can accommodate at least four people. The office shall be located within a 3km radius from the Embassy and within a five-minute walking distance from the closest station, preferably with JR lines. The office shall also be equipped with standard furniture, such as desks, tables, cabinets, and dustbins. If more than one location fits the above criteria, the Contractor shall submit a list of possible locations that the Embassy can choose from.

4. Communal Space at Office Locations

The Contractor shall have communal space in which external guests can be welcomed for meetings or events, and in which networking with the Contractor's community members is possible. This space should at minimum have tables, chairs, and couches. Each member, as described in Section 2 above, may request access to a one-day pass to use communal space at a non-base location at least once throughout the duration of the contract.

5. Office Amenities and Additional Services

The Contractor's office locations shall be staffed with English level 2 (please see attached for definition) bilingual vendor personnel, who shall serve as receptionists and support staff for Embassy and other community members. The Contractor shall provide standard office amenities at each location to include, but not limited to: a printer, copier, fax machine, phone booths (quiet office cubicle), Wi-Fi, a screen, and a projector. Additional services could include, but are not limited to: coffee, tea, water, microwave, kitchen spaces, common space, snack stands, cleaning services, air conditioning, and troubleshooting. These services shall be available during and outside of regular office hours as outlined in Section 1, to be paid according to the above specified units.

6. Printing Services

The Embassy anticipates a maximum of 500 black and white copies/month and 100 color copies/month to be made for 6 during the 12 months period.

7. Network Size and Availability

The Contractor shall have an established community of members with a minimum of 10,000 in Japan, forming a network consisting of all individuals and entities registered as members at each office location,; which there should be at least 100 members per location. The Embassy and Consulates shall be permitted access as a full member to this network, able to invite community members to public programming, and engage with them virtually through an online internal communication platform. The membership shall be made up of at least the following industries/fields: government, IT, manufacturing, travel, NPOs, education, and women-owned businesses.

8. Internal Communication Platform and Networking Events

The Contractor shall provide an online internal communication platform that Embassy and Consulate personnel are able to access and use to engage with the Contractor's community members across all office locations countrywide. The Contractor shall host networking events among its members twice a week, or eight times a month, in Tokyo, and at least twice a month in Osaka, Nagoya, and Fukuoka. The Contractor shall have experience engaging with members, such as through events, on social issues. The Contractor and/or its members shall host online events at least once a week.

9. Conference and Meeting Room Space

The Contractor shall furnish private meeting and conference room space at all office locations that Embassy and Consulate personnel can reserve on an as needed basis, pending availability. Available rooms must be able to accommodate meetings or small events ranging from 4 to 24 people. All office locations shall have at least five meeting and conference rooms. The rooms shall be equipped with the necessary technical equipment to conduct these meetings and conferences. The Embassy anticipates using these spaces 20 hours per month (approximately 6 hours in smaller rooms and 14 hours in large rooms) across various locations countrywide.

10. Event Space

The Contractor shall furnish event space of various sizes at all office locations that Embassy or Consulate personnel can reserve on an as needed basis, pending availability. Available event space must be able to accommodate events ranging from 25 to 200 people, and must be equipped with the necessary technical equipment to conduct these events. Contractor staff shall be on hand to assist. The Embassy anticipates hosting regular and ad-hoc events, averaging 4 events per month in Tokyo and 2 events per month in locations near Consulates. Each event is approximately three-hour long, and there shall be prep-time prior to events.

11. Access by External Guests

For events, meetings, and other activities, the Embassy and Consulate shall be permitted to bring in external guests ranging from 1 to 250, depending on the size of event and meeting, and maximum 2,000 guests/year. However, on average, the number of outside guests should roughly be equal to the number of the members participating in any given event or meeting, including

Embassy and Consulate personnel. The Contractor shall outline what measures are necessary to permit controlled access to these non-member guests.

12. Partnership with Embassy and Consulates

The Contractor shall commit to a formal partnership with the Embassy and Consulates and publicize it upon consultation with the Embassy. The partnership must include, but is not limited to, the following areas:

A. Marketing and Advertising

The Contractor shall allow Embassy and Consulate programs or opportunities to be shared with the Contractor's community members, as well as the Contractor's marketing contacts using internal and external communication platforms, physical flyers, digital signage, publications, and mailing list. With prior notification and consultation, Embassy and Consulate staff may appear in Contractor marketing materials. The Embassy and Consulates intend to post on social media and share across other mediums about said partnership and events, programs, or activities taking place at the Contractor's facilities.

B. Leadership and Communication

To enable this partnership, the Embassy shall receive a designated point of contact, with level 3 English proficiency (please see attached for definition) and native Japanese level, in the corporate office that will facilitate countrywide coordination in both English and Japanese. The Embassy would like to be able to regularly communicate with and present to Contractor leadership about the partnership, outreach strategies, and current and upcoming activities, both hosted at the Embassy and at Contractor locations.

1.2.2 DEFINITIONS

"Calendar Day" means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"COR" means the Contracting Officer's Representative, appointed in accordance with SECTION 2 of this contract.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Ordering Officer" means the Contracting Officer of the U.S. Department of State.

"Services" means the services performed, workmanship, and equipment furnished or utilized in the performance of the services.

1.2.3 MANAGEMENT

- a. Contracting Officer's Representative. The Contracting Officer's Representative (COR) is responsible for validating requests from External Platform users, and providing instructions for service use to the Contractor on a daily or less frequent basis. See SECTION 2

regarding the COR. The COR does not have authority to issue task orders under this contract. See subsection 1.2.4 for task order issuance.

- b. Authorized Service Requesters. Each task order will list the names and phone numbers of all authorized service requester(s). Service requesters are only authorized to order service within the boundaries established in the task order and are not authorized to order services from Service locations that were not included in that task order.
- c. Project Manager. The Contractor shall designate a Project Manager who shall be the Contractor's point of contact. The Project Manager shall be responsible for managing the Contractor's work under this contract, including delegating requests to along with any instruction required, and ensuring a smooth and effective operation. The Contractor's Project Manager and telephone number are:

Project Manager: _____

Telephone Number: _____

- d. Contractor's Representative shall be present at each external office locations. Throughout the period of service, the Contractors are required to provide a company representative at each of the external office locations where the services are being delivered.

1.2.4 ORDERING

All services under this contract shall be performed on the basis of the issuance of individual task orders. The U.S. Government will then issue Request for service required against the task order as the need arises. Requirements shall likely be a combination of scheduled(Firm-Fixed) and unscheduled (IDIQ) orders.

1.2.5 TASK ORDERS

Task Orders under this contract shall contain the following information:

- (a) Name of contractor
- (b) Contract number
- (c) Date of purchase
- (d) Task order number
- (e) Number of service required
- (f) Unit price, and
- (g) Total price
- (h) Payee

1.2.6 Contractor Responsibility

- (a) Contractor Personnel. The Contractor shall ensure that all personnel employed in the performance of this contract are

qualified and possess the necessary licenses required in their respective trades.

- (b) The Contractor shall provide all labor, tools, materials, equipment, supervision, and services, unless otherwise specified, to complete the work covered with the contract. All the work and procedures shall be performed in conformity to the specifications and work requirements herein. All local labor standards for occupational safety and health apply to this contract.
- (c) Inspection and acceptance by the U.S. Government. The U.S. Government reserves a right to inspect and test all the work under this contract at any time. If any of the work does not conform to the contract requirements and/or specifications, the U.S. Government may require the Contractor to perform the Services again at no additional cost to the U.S. Government.

1.2.7 Laws and Regulations

- (a) Compliance Required. The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more stringent of:
 - (1) the requirements of such laws, regulations and orders; or
 - (2) the contract.If a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.
- (b) Labor, Health and Safety Laws, and Customs. The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.
- (c) Evidence of Compliance. The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

Section 2: Contract Clauses

2.1 Contract Clauses

FAR 52.212-4, Contract Terms and Conditions - Commercial Items (OCT 2018) and (Deviation 2017-02) (June 2017), is incorporated by reference (see SF-18, Block 11(b)).

"None."

FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JUN 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

- ✓ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved].
- (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ✓ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) ([31 U.S.C. 6101note](#)).
- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- (10) [Reserved].
- (11)
- (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (Mar 2020) of [52.219-3](#).
- (12)
- (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (Mar 2020) of [52.219-4](#).
- (13) [Reserved]
- (14)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Mar 2020).
- (15)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Mar 2020) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\) \(2\)](#) and (3)).
- (17)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\) \(4\)](#)).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of [52.219-9](#).
- (iv) Alternate III (Jun 2020) of [52.219-9](#).
- (v) Alternate IV (Jun 2020) of [52.219-9](#).
- (18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\) \(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\) \(4\) \(F\) \(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- (22)
- (i) [52.219-28](#), Post Award Small Business Program Representation (Mar 2020) ([15 U.S.C. 632\(a\) \(2\)](#)).

- (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) 52.219-33, Non-manufacturer Rule (Mar 2020) ([15 U.S.C. 637](#) (a) (17)).
- ___ (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- ✓ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- ___ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ___ (30)
- (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- ___ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- ___ (31)
- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- ___ (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- ___ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ✓ (35)
- (i) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (37)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\) \(3\) \(A\) \(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\) \(2\) \(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

- (40)
- (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of [52.223-13](#).
- (41)
- (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-14](#).
- (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- (43)
- (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-16](#).
- ✓ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- (47)
- (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (Jan 2017) of [52.224-3](#).
- (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- (49)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of [52.225-3](#).
- (iii) Alternate II (May 2014) of [52.225-3](#).
- (iv) Alternate III (May 2014) of [52.225-3](#).
- (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- ✓ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).
- ✓ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C.3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C.3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\) \(13\)](#)).

___ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

___ (iii) Alternate II (Feb 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have

access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C.4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C.793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C.4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.216-18 ORDERING (OCT 1995)*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task

orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

*Applies to temporary additional services.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000 or its equivalent in Japanese Yen, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$75,000 or its equivalent in Japanese Yen;

(2) Any order for a combination of items in excess of \$75,000 or its equivalent in Japanese Yen; or

(3) A series of orders from the same ordering office *within three working days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.*

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

*Applies to temporary additional services.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)*

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

*Applies to temporary additional services.

(End of clause)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

2 Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<https://www.acquisition.gov/browse/index/far>
or, <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.acquisition.gov/browse/index/far> to see the links to the FAR.

You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (JUNE 2013)
52.204-9	PERSONAL IDENTIFY VERIFICATION FOR CONTRACT PERSONNEL (JAN 2011)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (JUL 2014)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.232-39	UNENFORCABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.244-2	Subcontracts For Commercial Items (OCT 2010)

The following Department of State Acquisition Regulation (DOSAR) clauses are provided in full text:

Contractor Identification (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- (1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- (2) Clearly identify themselves and their contractor affiliation in meetings;
- (3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- (4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

DOSAR 652.232-70 Payment Schedule and Invoice Submission (Fixed-Price) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in one original to the office shown below. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The Contractor may submit invoices electronically to:

TokyoInvoices@state.gov

(Invoice for PO #19JA80-20-P-0769)

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below: *(The U.S. Government will provide the winner of the contract an electronic funds transfer (EFT) form to fill out.)*

DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall

not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

- (b) The COR for this contract is the Office of Public Engagement (OPE) Officer at the U.S. Embassy in Tokyo, Japan.

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

- (a) The Contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

DOSAR 652.229-70 Excise Tax Exemption Statement for Contractors within the United States (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

Section 3: Solicitation Provisions

3.1 Solicitation Provisions

FAR 52.212-1, Instructions to Offerors - Commercial Items (JUN 2020) is incorporated by reference (see SF-18, block (b)).

Addendum to 52.212-1: none

3.2 Summary of Instructions

The quoter shall complete and submit one original copy of the followings:

- (a) Volume 1 - Standard Form 18 (SF-18). Volume 1 consists of completion of blocks 11(f), 13, 14, 15, and 16 of the form.
- (b) Volume 2 - Prices. Volume 2 consists of subsection 1.1.3 Pricing on page 3 of the RFQ. Quoters must include the currency which they are submitting their prices in.
- (c) Volume 3 - Representations and Certifications. Volume 3 consists of Section 5: Representations and Certifications (complete all portions that are applicable) of the RFQ.
- (d) Volume 4 - Technical Proposals. Volume 4 consists of information demonstrating the quoter's ability to provide external platform services, including:
 - (1) Technical Evaluation Excel Sheet (attachment)
 - (2) Company overview
 - a. Brochures
 - (3) Office information
 - b. Pictures of the base office with our private office space
 - c. Address of the base office with our private office space, with a map
 - d. Sample office space layout including event space
 - e. Conference room overview
 - f. List of amenities
 - (4) Examples of events
 - g. List of topics and/or photos for networking events hosted by the offeror
 - h. List of topics and/or photos for in-person events
 - i. List of topics and/or photos for online events
 - (5) Membership and member networks
 - j. Membership agreements sample
 - k. Overview of clientele/members
 - l. Screen shot of community platform

(6) Partnership Agreement

- m. Letter of support for the partnership agreement by the offeror's executive
- n. Name of the designated Point of Contact for this partnership
- o. Additional plans and ideas on how the Partnership will look

Above (1) and (5) can be consolidated on one formatted document. Please do not input any prices on your technical proposal documents.

The Government will use past performance information primarily to assess a quoter's capability to meet the solicitation performance requirements, including the relevance and successful performance of the quoter's work experience. The Government may also use this data to evaluate the credibility of the quoter's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

Submit the complete quotation **by email** with the subject solicitation number in the title to YonahaMX@State.gov by no later than **11:00 hours, Friday, July 31, 2020 (local time)**. Late submission of quotations will be handled in accordance with Federal Acquisition Regulations.

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this RFQ shall be identified and explained/justified in the appropriate volume of the quote.

Please note that any required visas (for those who are coming from other countries), hotel reservations, and transportation are your responsibility.

It is the responsibility of the quoter to obtain licenses and permits as required in the solicitation in order to do business in Japan.

3.3 Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given

in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:
<https://www.acquisition.gov/browse/index/far>
or, <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change.

IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation (FAR) solicitation provisions are incorporated by reference:

Provision Title and Date

52.204-7 System for Award Management (OCT 2018)
52.204-18 Commercial and Government Entity Code Reporting (JUL 2016)
52.209-7 Information Regarding Responsibility Matters (OCT 2018)
52.214-34 Submission of Offers in the English Language (APR 1991)
52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (AUG 2018)

The following DOSAR provision is provided in full text:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)
(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.
- (2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source

Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Management Affairs, at Tel: 03-3224-5585 or Fax: 03-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman.

Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

The following FAR provision is provided in full text:

FAR 52.215-5 Facsimile Proposals (OCT 1997)

- (a) Definition. "Facsimile Proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as response to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: +81-3-3224-5179.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by

the Contracting Office after consultation with the offeror;
and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

Section 4: Evaluation Factors

4.1 Evaluation Factors

Award will be made to the lowest priced, technically acceptable, responsible quoter. Quoter shall submit a completed quotation per subsection 3.2 Summary of Instructions.

The U.S. Government reserves the right to reject proposals that are unreasonably low or high in price.

The evaluation process shall include the following:

a. Compliance Review. The Government will perform an initial review of quotations received to determine compliance with the terms of the Request of Quotations. The Government may reject as unacceptable quotations which do not conform to the Request for Quotations.

b. Technical Acceptability. Technical acceptability will include an evaluation of information defined in Section 3, along with any technical information provided by the quoter with its quotation.

c. Price Evaluation. The lowest price will be determined by multiplying the offered unit price times the quantity in subsection 1.1.3 Pricing under Section 1: The Schedule, and arriving at a grand total. The Government reserves the right to reject quotations that are unreasonably low or high in price.

d. Responsibility Determination. The Government will determine contractor responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them; ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

Discussions. The Government intends to evaluate quotes and award the purchase order without discussions with quoters. Therefore, the quoter's initial quote shall contain the quoter's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the

Contracting Officer to be necessary. The Government may reject any or all quotes if such action is in the public interest; accept other than lowest quote; and waive informalities and minor irregularities in quotes received.

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

Section 5: Representations and Certifications

5.1 Representations and Certifications

FAR 52.212-3 Offeror Representations and Certifications-Commercial Items (Jun 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

“Covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the

predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b) (2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in

circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR [52.225-3](#), *Buy American-Free Trade Agreements-Israeli Trade Act*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at [52.225-3](#) is included

in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (5) (ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror ☐ does ☐ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting

requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that-

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o) (3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2](#)(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o) (2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p) (1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p) (2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r) (1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:_____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received

less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

Attachment 1 - English Speaking Levels

Speaking Level 1 (Elementary Proficiency)

Able to satisfy minimum courtesy requirements and maintain very simple face-to-face conversations on familiar topics.

- A native speaker must often use slowed speech, repetition, paraphrase, or a combination of these to be understood by this individual.
- Similarly, the native speaker must strain and employ real-world knowledge to understand even simple statements/questions from this individual.
- This speaker has a functional, but limited proficiency.
- Misunderstandings are frequent, but the individual is able to ask for help and to verify comprehension of native speech in face-to-face interaction.
- The individual is unable to produce continuous discourse except with rehearsed material.

Examples:

1. Structural accuracy is likely to be random or severely limited.
2. Time concepts are vague.
3. Vocabulary is inaccurate, and its range is very narrow.
4. The individual often speaks with great difficulty.
5. By repeating, such speakers can make themselves understood to native speakers who are in regular contact with foreigners but there is little precision in the information conveyed.
6. Needs, experience, or training may vary greatly from individual to individual; for example, speakers at this level may have encountered quite different vocabulary areas.
7. However, the individual can typically satisfy predictable, simple, personal and accommodation needs; can generally meet courtesy, introduction, and identification requirements; exchange greetings; elicit and provide, for example, predictable and skeletal biographical information.
8. He/she might give information about business hours, explain routine procedures in a limited way, and state in a simple manner what actions will be taken.
9. He/she is able to formulate some questions even in languages with complicated question constructions.
10. Almost every utterance may be characterized by structural errors and errors in basic grammatical relations.
11. Vocabulary is extremely limited and characteristically does not include modifiers.
12. Pronunciation, stress, and intonation are generally poor, often heavily influenced by another language.
13. Use of structure and vocabulary is highly imprecise.

Speaking Level 2 (Limited Working Proficiency)

Able to satisfy routine social demands and limited work requirements.

- Can handle routine work-related interactions that are limited in scope.
- In more complex and sophisticated work-related tasks, usage generally disturbs the native speaker.
- Can handle with confidence, but not with facility, most normal high-frequency social conversational situations, including extensive but casual conversations about current events, as well as work, family, and autobiographical information.
- The individual can comprehend most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge.
- The individual's utterances are minimally cohesive to articulate basic concepts.
- Linguistic structure is usually not very elaborate and not thoroughly controlled; errors are frequent.
- Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

Examples:

1. *While these interactions will vary widely from individual to individual, the individual can typically ask and answer predictable questions in the workplace and give straightforward instructions to subordinates.*
2. *The individual can participate in personal and accommodation-type interactions with elaboration and facility; that is, can give and understand complicated, detailed and extensive directions and make non-routine changes in travel and accommodation arrangements.*
3. *Simple structures and basic grammatical relations are typically controlled; however, there are areas of weakness.*
4. *In the commonly taught languages, these [areas of weakness] may be simple markings such as plurals, articles, linking words, and negatives, or more complex structures such as tense/aspect usage, case morphology, passive constructions, word order, and embedding.*

Speaking Level 3 (General Professional Proficiency)

Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics.

- Nevertheless, the individual's limitations generally restrict the professional contexts of language use to matters of shared knowledge and/or international convention.
- Discourse is cohesive.
- The individual uses the language acceptably, but with some noticeable imperfections; yet, errors virtually never interfere with understanding and rarely disturb the native speaker.
- The individual can effectively combine structure and vocabulary to convey his/her meaning accurately.
- The individual speaks readily and fills pauses suitably.
- In face-to-face conversation with natives speaking the standard dialect at a normal rate of speech, comprehension is quite complete.
- Although cultural references, proverbs, and the implications of nuances and idiom may not be fully understood, the individual can easily repair the conversation.
- Pronunciation may be obviously foreign.
- Individual sounds are accurate; but stress, intonation, and pitch control may be faulty.

Examples:

1. Can typically discuss particular interests and special fields of competence with reasonable ease.
2. Can use the language as part of normal professional duties such as answering objections, clarifying points, justifying decisions, understanding the essence of challenges, stating and defending policy, conducting meetings, delivering briefings, or other extended and elaborate informative monologues.
3. Can reliably elicit information and informed opinion from native speakers.
4. Structural inaccuracy is rarely the major cause of misunderstanding.
5. Use of structural devices is flexible and elaborate.
6. Without searching for words or phrases, the individual uses the language clearly and relatively naturally to elaborate concepts freely and make ideas easily understandable to native speakers.
7. Errors occur in low frequency and highly complex structures.

Technical Evaluation - RFQ for an External PD Platform Service

			Your Compnay Name	Company B
Requirement \ Entity name:				
1) Evaluation of Size of Network				
1-a. # of Offices in Japan			Yes/No	Company B
SOW#3	Are there at least five offices in Tokyo?	Required		
SOW#3	Is there at least one office in Tokai/Nagoya?	Required		
SOW#3	Is there at least one office in Kansai/Osaka?	Required		
SOW#3	Is there at least one office in Kyushu?	Required		
SOW#3	Are there offices in Tohoku?	Preferred		
SOW#3	Are there offices in Hokkaido?	Preferred		
SOW#3	Are there offices in Okinawa?	Preferred		
SOW#3	How many offices are there throughout Japan?	FYI		
1-b. # of Offices World Wide			Company A	Company B
	How many offices are there in the United States?	FYI		
	How many offices are there world wide, including Japan?	FYI		
1-c. # of Members / Network Size			Company A	Company B
SOW#7	Are there at least 10,000 members total in Japan?	Required		

SOW#7	Are there at least 100 members in each of the offices in Japan?	Required		
	How many members total are there in the community in Japan?	FYI		
	How many members total are there world wide, including Japan?	FYI		
SOW#7	Is your membership made up of at least the following industries/fields: government, IT, manufacturing, travel, NPOs, education, and women-owned businesses?	Required		
	What industries make up your membership?	FYI		
1-d. Network Community			Company A	Company B
SOW#8	Is there a community network platform for us to be connected to other members?	Required		
SOW#8	Are there networking events at least twice a week or 8 times a month in Tokyo, hosted by you?	Required		
SOW#8	Are there networking events at least twice a month in Osaka, Fukuoka, and Nagoya, hosted by you? Required	Required		
SOW#8	Do you have experience engaging your members, such as through events, on social issues?	Required		
SOW#8	Are there online events at least once a week, hosted by you/your members?	Required		
2) Evaluation of Offices and Membership				
2-a. Base office location/private office			Company A	Company B
SOW#3	Is a 4-person private office space, or larger, available to the Embassy?	Required		
SOW#3	Is the private office space equipped with minimum furniture, such as desks, chairs, and cabinets?	Required		
SOW#3	Is the base office with the private office space, above, located within 3 km radius from the Embassy?	Required		
SOW#3	Is the base office located within 5-min walking distance from the closest station?	Required		

SOW#3	Is the station(s) on JR lines?	Preferred		
	Which station(s) is it?	FYI		
SOW#1	Is the base office open and will the Embassy/Consulate members have access to the office Mon-Fri 8:30-17:30?	Required		
2-b. Office Amenities		Company A	Company B	
SOW#5	Are basic office amenities such as AC, Wifi, and a printer etc. available in all offices?	Required		
SOW#5	Are additional amenities and services such as tea, coffee, kitchen, microwave, and snack stands, available in all offices?	Required		
2-c. Staff at Office Locations		Company A	Company B	
SOW#5	Are there at least two Japanese-English (level 2) bilingual staff in the base office?	Required		
SOW#5	Are there at least two Japanese-English (level 2) bilingual staff at all offices?	Required		
SOW #1	Is there either a security system such as controlled access or a security guard or a receptionist(s) at all offices?	Required		
2-d. Membership offering		Company A	Company B	
SOW#2	Are minimum 11 membership/full access in Tokyo available to the Embassy personnel?	Required		
SOW#2	Are at least 2 membership/full access available for the Consulates in Osaka, Naogya, and Fukuoka (or 6 total)?	Required		
SOW#2	Are additional membership/full access available in Tohoku, Hokkaido, and/or Okinawa?	Preferred		
SOW#2	Are memberships transferrable? Could we change member names during our contract without any charge?	Required		
2-e. Conference Rooms		Company A	Company B	
SOW#9	Are there at least five conference rooms in each of the offices?	Required		

SOW#9	Are there conference rooms that accomodate at least 24 people in Tokyo, including at the base office?	Required		
SOW#9	Could the Embassy/Consulate members reserve the conference rooms as available?	Required		
SOW#9	Are the rooms equipped with technical equipment, such as a projector and a screen?	Required		
2-f. Event Spaces / Communal Spaces		Company A		Company B
SOW#10	Are event spaces in Tokyo available in multiple locations and in various sizes?	Required		
SOW#10	Are event spaces in Osaka, Nagoya, and Fukuoka available in multiple locations and in various sizes?	Required		
	How many event spaces are there in Tokyo?	FYI		
	How many event spaces are there in Osaka, Nagoya, and Fukuoka?	FYI		
SOW#10	Are the event spaces available for the Embassy to host events four times or more/month in Tokyo?	Required		
SOW#10	Are the event spaces available for the Consulates to host events twice/month in Osaka, Naogya, and Fukuoka?	Required		
SOW#10	Are the event spaces equipped with technical equipment, such as a projector, a screen, and a microphone?	Required		
2-g. External Guests		Company A		Company B
SOW#11	Are external guests permitted (with members as escorts)?	Required		
	How many guests could the Embassy/Consulates bring in at a time, if there are any restrictions?	FYI		
	How many guests could the Embassy/Consulates bring in in a year, if there are any restrictions?	FYI		
3) Evaluation of Partnership Agreement				
3-a. Marketing and Advertising		Company A		Company B
SOW#12	Is your organization committed to publicizing this formal partnership?	Required		

SOW#12	Will you share Embassy/Consulate programs and opportunities with community members as well as your marketing contacts?	Required		
3-b. Leadership and Communication		Company A		Company B
SOW#12	Will you assign a bilingual (level 3) designated point of contact in the corporate office that will facilitate countrywide coordination?	Required		

Company C	Company D
Company C	Company D
Company C	Company D
Company C	Company D

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Company C	Company D

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